

Treynor CSD

Treynor EA

7/1/2006 6/30/2007

TREYNOR COMMUNITY SCHOOL DISTRICT

TREYNOR, IOWA

COLLECTIVE BARGAINING

AGREEMENT WITH

TREYNOR EDUCATION ASSOCIATION

2006-07

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THIS AGREEMENT is made and entered into by and between the TREYNOR COMMUNITY SCHOOL DISTRICT, hereinafter sometimes referred to the "District," the "Board," or the "Employer," and the TREYNOR EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

In consideration of the covenants hereinafter contained by and on behalf of the District and the Association, it is mutually agreed as follows:

ARTICLE I

Intent and Purpose

1.1 The parties recognized and declare the necessity of providing the most efficient and highest quality educational services.

1.2 The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the District, the Board of Education, the Association and the professional employees covered by this Agreement, and to assure effective and efficient operation of the Treynor Community School District.

ARTICLE II

Recognition

2.1 The Board recognizes the Association as the exclusive collective bargaining agent for those employees in the following described unit as certified by the Iowa Public Employment Relations Board on December 15, 1976, in PERB Case no. 827:

All employees holding the following job titles: regular classroom teachers (elementary and secondary), librarians, special education teachers, and reading teachers; excluding the superintendent, building principals, guidance counselor, athletic director, teachers aides, all non-certified employees and all employees specifically excluded in Chapter 20, Section 4, 1975 Code of Iowa.

ARTICLE III

Employer and Association Rights and Responsibilities

3.1 The Association recognizes its responsibilities as the bargaining agent of the employees described above in Section 2.1, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the District must be able to operate effectively and efficiently. The Association, therefore, assumes responsibility for cooperating in the attainment of these goals and agrees: (a) that it will cooperate with the Employer and support its efforts to assure the highest quality educational services; (b) that it will actively combat any practice which restricts effective and efficient operations of the District; and (c) that it will earnestly strive to improve and strengthen good will between and among the District and its employees, the Association, students and residents of the District.

3.2 In addition to all powers, responsibilities, rights and prerogatives of the Employer established by constitutional provision, statute, ordinance, charter or special act, which belong solely, exclusively and without limitation to the Employer, all of the powers, responsibilities, rights and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control, except as specifically and expressly limited by this Agreement.

3.3 The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no unlawful discrimination by the Employer or the Association because of membership or non-membership in the Association.

3.4 The Association, through its appropriate officers, may request from the superintendent or his designee the use of the Employer's buildings and duplicating equipment for purposes of Association meetings and to duplicate Association communications to employees. Such buildings and equipment shall not be used during school hours or times when buildings and equipment are otherwise in use. The Association shall pay the normal charges for all facilities, equipment and materials used.

ARTICLE IV

Definitions

4.1 The terms "Employer," "District," "Administration" and "Board" shall mean the Treynor Community School District and its designated representatives.

4.2 The term "Association" shall mean the Treynor Education Association and its designated representatives.

4.3 An "Employee" is a regular permanent employee included in the bargaining unit set forth in Section 2.1 above.

4.4 A "permanent employee" is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.

4.5 A "probationary employee" is one who has not completed his/her first two (2) full years of continuous service in the District as a permanent employee. Said probationary period may be extended by mutual agreement between the Employer and the Employee.

ARTICLE V

Grievance Procedure

5.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of claimed grievances at the lowest possible level.

5.2 A grievance is defined as a timely filed claim by an employee(s) alleging that there has been a violation, misinterpretation or misapplication of specific provision of this Agreement.

5.3 Should an employee have a grievance, it shall be processed in the following manner:

Step one: An employee who claims a grievance shall attempt to resolve the grievance informally, within seven (7) working days after the date of occurrence upon which the grievance is based by informal discussion with the appropriate immediate supervisor. The immediate supervisor will give his oral answer to the grievance within five (5) working days after the grievance was presented to him.

Step Two: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to Step Two, the grievant will reduce the grievance to writing and submit it to the appropriate immediate supervisor within five (5) working days after receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved, and the relief sought. The supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written grievance.

Step Three: If the grievance is not settled at Step Two and the grievant wishes to appeal the grievance to Step Three, the written grievance shall be submitted to the superintendent or his designee within five (5) working days after receipt of the supervisor's written answer. The superintendent or his designee will, if requested by the grievant, meet within (5) working days with the grievant at a time mutually agreeable to the parties and if no settlement is reached, the superintendent or his designee will provide a written answer to the grievant within five (5) working days following such meeting.

5.4 If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration by written notice

of a request for arbitration, submitted to the superintendent or his designee within seven (7) working days after receipt of the superintendent's answer in Step Three. Said written notice shall be signed by the grievant and a representative of the Association. The parties shall within ten (10) days after receipt of the notice, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within five (5) days after receipt of the panel, the parties' designated representatives shall determine by coin flip the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability of the Employer and Association representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, at which hearing the Association shall have the burden of proof and shall first present its evidence then the Board its evidence, and with each side having the right to file a post-hearing brief.

5.5 An arbitrator selected pursuant to the provisions of Section 5.4 shall have no authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the Employer unless found to be arbitrary and capricious, or to make any decision contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. No liability shall accrue against the Employer for a date prior to the date that the actual event which gave rise to the filing of the grievance occurred. The arbitrator will not in any way limit or interfere with the powers, responsibilities, rights and prerogatives

of the Employer. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the expressed terms. Of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the Employer and the Association.

5.6 The party submitting the grievance shall assume the costs of the arbitration procedure, such as; the fees and expenses of the arbitrator, a court reporter, the costs of a hearing room, and transcripts if such items are accepted by both parties as being necessary. Any other expense shall be paid by the party incurring them, and each party shall be responsible for compensating its own representative and witnesses.

5.7 Failure at any step of this grievance and arbitration procedure to present, process or appeal a grievance within the time limits specified above shall bar an employee(s) or his/her representative from further pursuit of the grievance and any such grievance shall be considered as waived and settled. The failure of the Employer's specified representatives to answer a grievance within the time limits specified above shall be deemed a denial of the grievance which may then be timely appealed to the next step. The time limits specified in this Article shall be strictly observed, but may be extended or reduced by mutual agreement.

5.8 All grievances at Steps One, Two and Three shall be presented, discussed and processed during employees' non-working time.

5.9 If an employee(s) files or causes to be filed in his/her behalf any claim, complaint, action or proceeding and does not follow the steps of the grievance and arbitration procedures set forth in this Agreement, then the Employer shall be required to process the same claim or set of facts through said grievance and arbitration procedure.

5.10 At his/her option, an employee(s) may be accompanied by a representative of the Association at any step of this grievance procedure.

ARTICLE VI

No Strike: No Lockout

6.1 In accordance with applicable law, the Employer agrees that, during the term of this Agreement, it will not engage in any lockout over a dispute with the Association.

6.2 The Association agrees that neither it nor its officers, agents or representatives will directly or indirectly cause, authorize or induce any work stoppage of strike.

6.3 No employees shall directly or indirectly cause, authorize induce or participate induce or participate in any strike or work stoppage.

6.4 No moneys remitted to the Association pursuant to Article XIII of this Agreement shall be used, directly or indirectly, to in any way sponsor, support or finance any strike by public employees.

ARTICLE VII

Evaluation Procedures

7.1 Within four (4) weeks after the initial employment duties begin, each employee will be informed as to the formal methods, procedures and instruments to be used in evaluating his/her classroom performance.

7.2 All tenured (non-probationary) teachers will be formally evaluated once every two (2) years, and the results thereof shall be in writing. All probationary teachers will be formally evaluated a minimum of two (2) times per year, and the results thereof shall be in writing. Shared tenured teachers will be evaluated once every two (2) years by their respective building principals, and the results thereof shall be in writing.

7.3 The evaluator shall have a meeting with the employee within five (5) school days following classroom observation, unless a long time is mutually agreed to. The formal written evaluation will be signed and dated by the employee and the evaluator, prior to submission to the superintendent, to indicate the contents have been discussed and that the meeting has taken place. One (1) copy will be given to the employee.

7.4 Nothing in this Article is to construed as precluding evaluation of employees by informal evaluation or observation of by any other means deemed appropriate by the Employer.

7.5 Contents of employee evaluations shall not be subject to the grievance and arbitration provisions of this Agreement.

7.6 If an employee believes the employee's evaluation is incomplete or inaccurate, the employee may set forth his/her objections in writing and have them attached to his/her formal written evaluations to be placed in the employee's personnel file. The employee will be informed at the time any evaluation is reduced to writing and shall likewise, within ten (10) days, have the right to respond to these materials before they have placed in the employee's personnel file. The employee may make a written request for a second formal evaluation

with the same rights or rebuttal. Both formal evaluations shall then become a part of his/her personnel file.

7.7 All memoranda pertaining to credentials and other information placed in the employee's closed file shall be excluded from this Agreement.

ARTICLE VIII

Layoff Procedures

8.1 In the event that the Employer, in its discretion, determines that employees will be laid off, the Employer will determine which employees are to be retained in order to have the best staff available. The Employer will consider in addition to any other relevant factors maintenance of program, continuity, evaluation, versatility and attrition where appropriate.

8.2 Employees to be laid off will be notified by April 30 of the year the layoff is to be effected.

8.3 Laid off employees may be considered for recall for a period of time equal to one year if their wishes are made known in writing to the superintendent. Failure to notify the superintendent of a change of address or failure within five (5) days of receipt of notice of recall to advise the superintendent of his/her desire and availability to return to work shall result in loss of eligibility for recall and termination of employment.

ARTICLE IX

Transfer Procedures

9.1 An employee who desires to permanently transfer to a vacant teaching position in another building or subject area, or to a different grade level may file a written request with the superintendent. Such requests shall be filed for

each specific vacancy which is to be filled, and shall expire when the specific vacancy is filled.

9.2 All such vacancies which are to be filled will be posted in the teachers' lounge in each building as soon as practicable. Any employee who wishes consideration for such a vacancy occurring during the summer months shall leave a self addressed envelop at the close of the school term and will be informed accordingly. A written request for a transfer shall be filed within five (5) working days after the vacancy is posted. A verbal request followed with a written request will be honored during the summer months provided it is made within the same time limits.

9.3 Employees who have requested transfers to a specific vacancy will be notified when that vacancy no longer exists.

9.4 Written notice of an involuntary transfer will be given to the employee involved as soon as practicable.

ARTICLE X

Health and Safety

10.1 The district agrees to continue to make necessary provisions for the health and safety of its employees during the hours of employment. The Association and the employees will extend their complete cooperation to the district in maintaining district policies, rules and regulations as to health and safety. All employees shall promptly report any unsafe conditions to their immediate supervisor.

10.2 All new employees shall, upon initial employment, and, prior to receiving their first paycheck, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease,

including tuberculosis. Such evidence shall include a statement from a licensed physician of the employee's choice.

10.3 All continuing employees shall present satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis, once every three (3) years. Such evidence shall include a statement from a licensed physician of the employee's choice.

ARTICLE XI

Normal School Work Day

11.1 This Article is intended to set forth the normal in-school work day.

11.2 While employees are required to work as assigned or scheduled by the Employer, the normal in-school work day will consist of eight (8) hours per day. Excluded from such hours are extra-curricular and supplemental assignments and meetings scheduled by the Employer. On days preceding student holidays or vacations and on Fridays, the employee's day shall end fifteen (15) minutes following the dismissal of students at the high school.

11.3 Employees may be required by the Employer without additional compensation to attend a reasonable number of meetings of reasonable duration before or after the in-school work day. Notices of such meetings will be provided to employees at least one (1) day prior to such meetings, except in case of emergency.

11.4 It is understood and agreed that the determination of the daily work schedules may be changed by the Employer from time to time to meet the Employer's requirements or to accommodate the circumstances of individual employees.

ARTICLE X II

Leaves

12.1 Sick Leave. Employees will be granted leaves of absence for bona fide personal illness, injury, or sickness or injury to their children, not covered by Worker's Compensation, on the following basis in accordance with applicable law:

- a) Sick leave can be used only for personal illness, injury, or sickness or injury to their children.
- b) Sick leave without loss of pay will be granted in accordance with applicable law in the following amounts:
 - 1) First year of employment.....10 days
 - 2) Second year of employment.....11 days
 - 3) Third year of employment.....12 days
 - 4) Fourth year of employment.....13 days
 - 5) Fifth year of employment.....14 days
 - 6) Sixth and subsequent years
of employment.....15 days

The above amounts shall apply only to consecutive years of employment in the Treynor Community School District, and the unused portions plus the next years entitlement may be accumulated up to a maximum of one hundred fifteen(115) working days total. It is therefore understood that all unused accumulation of sick leave upon termination, death or retirement of the employee shall be nullified.

- c) An employee absent due to personal illness, injury or illness or injury to their children shall, if requested by the Employer, furnish to the Employer a physician's written statement that the employee's health or disability required that the employee remain away from work.
- d) An employee returning to work from a sick leave shall, if requested by the Employer, furnish to the Employer a physician's written statement that the employee is physically and mentally able to return to active employment.

- e) The Employer reserves the right, after three(3) consecutive days absence, to require confirmation of an employee's qualification for and entitlement to sick leave, and/or ability to return to work therefrom, by a physician paid for and selected by the Employer. If the employee's physician disagrees with the physician selected by the Employer, the two (2) physicians shall select a third physician, whose determination shall be final and binding. The employee and the Employer will share equally the costs of the third physician.
- f) If an employee chooses to participate in or attend any outside function of the school on any given day that the employee is absent and claims sick leave such claim shall be denied. An exception will be made after the third week of an extended recuperation period and then on a spectator status only.
- g) Upon retirement, any certified teacher that has served a minimum of 20 years at Treynor will be reimbursed for all unused sick leave at the rate of \$5 per day.

12.2 Jury Duty Leave. An employee required to perform jury duty during his/her working time will be granted a leave for such purpose and will receive the difference in compensation between the employee's normal compensation and compensation received from such jury duty. Provided, however, that in order for employee to be eligible, the employee must also:

- a) Immediately notify his/her supervisor of the receipt of summons for jury duty.
- b) be available for work on the last scheduled work day after the period of required jury duty.
- c) Furnish the Employer with proper evidence of the number of days and the amount of jury duty pay.
- d) Be available for work for the remainder of any day in which the employee is not required to perform jury duty.

12.3 Emergency Leave. An emergency leave of absence will be granted on the following basis:

- a) In the event of the death, critical illness, and/or hospitalization of an employee's spouse, child, parent, brother, sister, son or daughter-in-law, grandparent, grandchild, father or mother-in-law, or any other permanent

member of an employee's immediate household, up to five (5) days per year absence will be allowed without loss of pay for scheduled working days.

- b) The Employer shall be promptly notified of an absence hereunder and the reason documented therefore.
- c) Emergency leave days shall not accumulate.
- d) The superintendent may at his discretion grant extended emergency leave in cases where travel requirement or other extreme extenuating circumstances may warrant it at sub pay dock.

12.4 Professional Leave. For professional, educational and work related purposes, an employee may be permitted up to two (2) school days per event with a maximum of two (2) events and four (4) school days per school year to attend educational conferences, seminars, meetings or workshops or visitations to another school that pertains directly to the employee's assignment areas, without loss of pay, upon at least ten (10) days prior written application to and approval by the superintendent and subject to the following conditions:

- a) No professional leave day will be granted on the first or last teaching day, or on the first or last workshop day, or the day immediately preceding or immediately following a student holiday or recess.
- b) Professional leave is not cumulative.

12.5 Personal Leave. Employees shall be allowed two (2) days per school year to be used at the discretion of the employee without loss of pay subject to the following conditions:

- a) No more than two teachers will be allowed personal days per building on the same day.
- b) No personal leave day will be granted on the first or last week of school, or on any workshop day, or the day immediately preceding or immediately following a student holiday or recess. An exception shall be made when an employee's child is a participant in a school sponsored event.
- c) Written request for a personal day must be made to the superintendent and/or designee at least three (3) days prior to the requested leave date (except in case of emergency).
- d) The employee shall be reimbursed fifty (50) dollars for each personal leave day left unused at the end of the year.

- e) Personal leave days shall not accumulate.
- f) After using both personal leave days, an employee may access 2 additional days each year termed "Personal Leave Sub-dock" days. Instead of taking a full dock day, an employee may elect to use a Personal Leave Sub-dock day. On this day, the employee's paycheck will be docked at the current sub pay rate for each day used. These days shall not accumulate nor are they eligible for reimbursement. When electing to use a Personal Leave Sub-dock day, they will be granted using the criteria outlined in Personal Leave: Sections 12.5 a, 12.5 b, and 12.5 c.

12.6 Other Temporary Leave. The Employer may, at its discretion, grant an unpaid or paid leave of absence to an employee for reasons acceptable to the Employer and upon such terms and conditions as may be prescribed by the Employer.

12.7 ISEA Delegate Assembly Leave. Upon at least ten (10) school days advance written notice to the superintendent, a maximum of two (2) employees will each be allowed two (2) days per school year to attend the annual ISEA delegate assembly. Such leave days shall not accumulate. While such leave days shall be with pay, an amount equal to the cost of the substitutes shall be deducted from the employee's pay.

ARTICLE XIII

Dues Checkoff

13.1 The Employer will make monthly dues deductions from the wages of each employee covered by this Agreement who by no later than September 5th of each school year, has provided the Employer with a valid written authorization

therefore, for monthly Association dues in the amounts certified in such authorizations, and remit such moneys to the Treasurer of the Association not later than the last day of the succeeding month. Any such authorization may be revoked by an employee at any time upon his/her thirty (30) days advance written notice to the Employer. The Association agrees to indemnify, defend and hold the Employer, its agents and representatives, harmless against any claim or liability arising out of the application or operation of this Article. Should the service for employee payroll no longer be handled by computer data processing the responsibility for dues collection at this time shall rest with the Association.

ARTICLE XIV

Insurance

14.1 All permanent employees shall be covered by the board-provided insurance plans at the beginning of the contract period and remain in force continuously until the employee terminates his or her employ. All part-time employees shall be covered by the board-provided insurance plans on a fractional basis directly proportionate to the fractional amount of the contracted time.

14.2 All insurance programs and insurance program carriers covered by this agreement shall be selected jointly by the Board and the Association and shall remain in effect until mutual agreement for change is reached between the Board and the Association.

14.3 Health and Major medical. Each employee shall be covered by a health and major medical program fully paid for by the Board.

Term Life. Each employee shall be covered by a term life insurance program (in an amount equal to his/her compensation rounded to the nearest \$5,000's) fully paid for by the employer.

ARTICLE XV

Wages and Salaries

15.1 Schedule. The salary of each full-time employee covered by the regular salary schedule is set forth in Schedule "A", which is attached hereto.

Part-time employees will be paid on a pro-rated basis.

15.2 Placement on Salary Schedule.

- a) Each present employee covered by the regular salary schedule shall be placed on the employee's proper step of the salary schedule as of the effective date of this Agreement.
- b) A new employee coming into the District may, in the Board's sole discretion, receive credit for their continuous uninterrupted teaching experience in a duly accredited school(s). They cannot be placed higher than the number of years they have completed, or placed higher than the Treynor schedule allows. A one(1) year career increment can be given to the employee who has taught more years than our schedule allows.
- c) A new employee who commences employment prior to December 1 of any school year will be given credit for one (1) year's service toward the next increment or vertical step for the following school year provided the employee's performance is satisfactory.
- d) Commencing 2001-02 school year an inexperienced teacher coming into the district may be hired on step two(2) of the salary schedule.

15.3 Advancement on Salary Schedule. Vertical freeze on Schedule A for 1993-94 school year. \$625.00 salary adjustment pro-rated F.T.E.

- a) Increments. Each employee covered by the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each full year of satisfactory service until the maximum step for their educational classification is reached. A year of service consists of full-time employment in the District for 135 consecutive teaching days or more in one school year, except as provided in section 15.2(c), above.

- b) The Employer has the right to withhold the increment or vertical step of any employee where the employee's performance is unsatisfactory.
- c) Educational Lanes. Employees covered by the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher educational lane, if such step is available on the schedule. For an employee to advance from one educational lane to another, he/she shall file, prior to enrollment, but no later than May 31st, a letter of intent of additional education credit with the superintendent for his approval, and further, shall file evidence satisfactory to the superintendent on or before September 1st of the following school year evidencing receipt of additional educational credit in an approved program which in the Employer's discretion is applicable and related to or likely to improve and enhance the employee's performance of his/her current assignment. Horizontal movement on the regular salary schedule is based upon total semester hours, not quarter hours (a quarter hour equals 2/3 of a semester hour), and will be recognized on an annual basis only. No more than twenty four (24) graduate hours may be applied for horizontal movement (from BA to BA +24) if the teacher is not enrolled in a approved program leading to a master's degree.

15.4 Method of Payment.

- a) Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building or their check may be left at the Treynor State Bank if the employee elects to do so. Employees shall hold the District harmless in cases where the issuance of checks is delayed by computer problems and inclement weather and other problems beyond the District's control.
- b) When a pay date falls on a weekend or a holiday, the employee's check shall be made available on the last previous working day.
- c) Employees living outside the district shall provide the school secretary with three (3) self-addressed envelopes for the purpose of mailing summer checks. All summer checks will be mailed on the same day as pay day, or earlier if possible.

Supplemental Pay

16.1 The schedule for employees assigned to certain extracurricular duties is set forth in Schedule "B," Part I, which is attached hereto. Placement and advancement on said Schedule "B," Part I, shall be determined by the Employer.

16.2 Employer shall be assigned to extra-curricular duties and shall receive compensation for said duties as set forth in Schedule "B," Part II . Employees, following such assignment, shall have the right to trade assignments with other employees. Such modifications shall be reported to the appropriate building principal prior to the event

16.3 Employees who are required in the normal course of their employment to use their personal vehicle in the performance of approved school business out of town shall receive an allowance of twenty four (.24) cents per mile. No mileage will be paid to employees for going to or coming from work.

ARTICLE XVII

General Provisions

17.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

17.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

22.

Treyner Salary grid (06-07)

23525 step	BA	BA+12	BA+24	MA	MA+15
1	1 23525	1.04 24466	1.08 25407	1.12 26348	1.16 27289
2	1.04 24466	1.08 25407	1.12 26348	1.16 27289	1.2 28230
3	1.08 25407	1.12 26348	1.16 27289	1.2 28230	1.24 29171
4	1.12 26348	1.16 27289	1.2 28230	1.24 29171	1.28 30112
5	1.16 27289	1.2 28230	1.24 29171	1.28 30112	1.32 31053
6	1.2 28230	1.24 29171	1.28 30112	1.32 31053	1.36 31994
7	1.24 29171	1.28 30112	1.32 31053	1.36 31994	1.4 32935
8	1.28 30112	1.32 31053	1.36 31994	1.4 32935	1.44 33876
9	1.32 31053	1.36 31994	1.4 32935	1.44 33876	1.48 34817
10		1.4 32935	1.44 33876	1.48 34817	1.52 35758
11			1.48 34817	1.52 35758	1.56 36699
12				1.56 36699	1.6 37640

SCHEDULE B - 2006-2007

SUPPLEMENTAL PAY SCHEDULE

- I. Additional compensation for extracurricular activities shall be paid at the rate determined below. The unit will be based on experience. A person being paid for extracurricular activities will receive up to six years credit for their previous experience in coaching, directing, or sponsoring a specific activity. Evidence of this experience must be presented to the Board and Administration for evaluation at the time of contract signing. After the specific step has been determined the payment for that activity will be moved up one step each year until a 12 year maximum is reached. Experience acquired as an assistant will count only as one-half when applied to a head coaching position. Payment for the activity will be awarded as stipulated in Section E of this schedule.

A. COACHES

Football	10 units
Volleyball	10 units
Boys' Basketball	10 units
Girls' Basketball	10 units
Boys' Track	10 units
Wrestling	10 units
Summer Baseball	10 units
Girls' Softball	10 units
Girls' Track	10 units
Boys' Golf	5 units*
Girls' Golf	5 units*
Boys' Cross Country	5 units*
Girls' Cross Country	5 units*

- * In the event a sufficient number of participants do not go out to make up a full team for this activity compensation will be awarded on the basis of 1 unit for each participant that successfully completes the season up to the maximum of 5 units.

All Junior High Girls' Sports

3 units for each sport (volleyball, basketball and track) if conducted during the regular day and 4 units if conducted outside the regular school day.

Junior High Boys' Sports

3 units for each sport (basketball, wrestling, and track) if conducted during the regular school day and 4 units if conducted outside the regular school day.

Junior High football shall receive 4 units.

Assistants (Varsity) 7 units.

B. SPONSORS

Junior Class	6 units (each - 2 sponsors)**
Cheerleading (Fall only)	2 units
Cheerleading (Winter only)	4 units
Cheerleading (Fall&Winter)	8 units
JR High Cheerleading	2 units
Drill Team	2 units
Girls' Basketball	2 units
Girls' Volleyball	1 unit
FHA	1 unit
Student Council	1 unit

C. MISCELLANEOUS

Team Leader	4 units
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D. DIRECTORS

Yearbook	6 units
Speech	4 units
Musical	4 units (each - 2 directors)**
Vocal Music	5 units
Swing Choir	2 units
Instrumental Music	5 units
Marching Band	2 units
Marching Band Asst.	2 units
Jazz Band	2 units
Pep Band	1 unit

**5 Units will be awarded only when the sponsors handle all concessions during the regular school term. The 6 unit award is defined as follows: 2 units for football/volleyball concessions, 1 unit for Jr/Sr Prom and 2 units for all winter concessions.

***When the arrangement for the production requires one

director double compensation will not be awarded one individual.

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E. METHOD OF PAYMENT

Compensation for 1 Unit of
Extra Curricular Credit for X Years Experience

\$10 Flat Increment

Experience Level	
1 year	\$200.00
2 years	\$210.00
3 years	\$220.00
4 years	\$230.00
5 years	\$240.00
6 years	\$250.00
7 years	\$260.00
8 years	\$270.00
9 years	\$280.00
10 years	\$290.00
11 years	\$300.00
12 Years	\$310.00

Ticket Takers and Pep Club bus sponsors shall be paid at a rate and manner defined as follows:

Ticket Taking time	⁷ \$8 .00 per hour
Pep Club bus riding (departure time from Treynor until time of return to Treynor)	⁷ \$8 .00 per hour
Dance Sponsor (Paid only to staff not covered by another extracurricular assignment)	⁷ \$8 .00 per hour

Ticket Takers and All Sponsors will be paid a minimum of 2 hours.

ARTICLE XVIII

Term of Agreement Salary (Schedule A & B)

18.1 This Agreement shall become effective July 1, 2006 and shall thereafter remain in full force and effect until the 30th day of June, 2007, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement on or before October 1, 2006, or on or before October 1st in any succeeding renewal year; provided, however, that by on or before October 1, 2006, the Association may notify the Board in writing of its desire to reopen the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this _____ day of _____, 2006.

TREYNOR COMMUNITY SCHOOL

TREYNOR EDUCATION ASSOCIATION

By: _____

By: _____

CONTRACT AGREEMENT ADDENDUM:

In the event that the Phase I and Phase II programs (H.F. 499) are not fully funded by the State of Iowa, the district reserves the right to reduce the salary schedule by the total Phase I and Phase II allocations received during the prior funding year. If only a percentage of the Phase I and Phase II programs are reduced, then the salary schedule will be reduced proportionally."

BY: _____

BY: _____